

# EXHIBIT B

**PRICING, PAYMENTS AND MANUFACTURING SCHEDULE**

This schedule documents the roles, expectations and responsibilities of Boomerang Tube, LLC (“Boomerang”), XTO Energy Inc. (“XTO”), and Eagle Pipe, LLC, (“Eagle”), as negotiated and agreed upon for the OCTG project supporting XTO’s Permian Division 2020 drilling program:

- A. Boomerang is a manufacturer of oil country tubular goods (“OCTG”) for use in the exploration for, and production of, oil, gas and other hydrocarbons.
- B. XTO is in the business of exploration and production of oil, gas and other hydrocarbons.
- C. Eagle is in the business of distributing OCTG.
- D. XTO has requested Boomerang and Eagle to supply OCTG to XTO for its use in its operations, and Boomerang and Eagle are willing to supply such OCTG as agreed upon and described in this document.

To ensure a successful program for XTO and its OCTG suppliers, Boomerang, XTO and Eagle agree as follows:

1. Term. Unless terminated sooner this project will commence with the purchase of hot-rolled coils by Boomerang in November 2019 and continue until production and delivery of OCTG is completed in December 2020, according to the Project Fastback schedule attached in Exhibit B.

2. Commitment. During the 2020 calendar year, Boomerang and Eagle shall supply and deliver and XTO shall purchase, receive and consume the OCTG items set forth in Exhibit B at the prices set forth in Exhibit A, and in accordance with the purchasing, manufacturing and delivery model set forth in Exhibit B. XTO shall timely communicate its OCTG delivery requirements to Eagle to allow Eagle to communicate purchase orders to Boomerang with a minimum of sixty (60) days lead time prior to shipment. Boomerang, XTO and Eagle have agreed:

- (a) Based on XTO’s obligation to purchase OCTG items as set forth on Exhibit B, Eagle shall submit purchase orders to Boomerang of not less than 120,000 tons in the aggregate for shipment by Boomerang during the 2020 calendar year;
- (b) Based on XTO’s obligation to purchase OCTG as set forth on Exhibit B, Eagle shall submit purchase orders to Boomerang of not less than 8,000 tons in the aggregate for shipment by Boomerang during each calendar month of the 2020 calendar year;
- (c) Boomerang shall not be obligated to manufacture and Eagle shall not be obligated to deliver to XTO more than 13,000 tons of OCTG in any calendar month during the 2020 calendar year; and
- (d) Should changes to the mix of OCTG items be required to satisfy XTO’s needs, XTO, Boomerang and Eagle will agree upon specific items, their pricing, and manufacturing and delivery schedules in writing. Changes to the mix of OCTG items will not reduce or increase the monthly, quarterly or annual tonnage commitments.

3. Primary Distributor. During the Term, Eagle shall serve as the primary distributor to XTO of OCTG manufactured by Boomerang. In such capacity Eagle shall promptly (1) place orders for OCTG with Boomerang in accordance with XTO’s specifications and (2) provide logistics support for the shipment of OCTG from Boomerang to the storage yard designated by Eagle in its order. In the event

**PRICING, PAYMENTS AND MANUFACTURING SCHEDULE**

Eagle is unable to meet its obligations under this Agreement, upon written notice from XTO, Eagle shall have thirty (30) days to remedy. After this period Boomerang shall use its best commercially reasonable efforts to timely seek a replacement entity as a primary distributor of OCTG to meet XTO's requirements set forth herein. Any such replacement distributor shall agree in writing to be bound by the material terms of this document, and all references in this document to Eagle shall apply to such distributor.

4. Pricing, Delivery and Payment.

- (a) Base Prices. Prices for Products purchased by XTO shall be as set forth in Exhibit A.
- (b) Delivery. Prices charged to XTO for OCTG shall be inclusive of shipping, and all OCTG purchased by XTO as described in this document will be delivered by Eagle FOB racks at Eagle's designated yard.
- (c) Pricing to Eagle. Boomerang shall sell the OCTG to Eagle for resale to XTO at the prices set forth in Exhibit A.
- (d) Invoicing to XTO. XTO commits to accept invoices from Eagle based on the schedule set forth in Exhibit B, whether by shipment of OCTG to rig location or by rack transfer of inventory of OCTG to XTO. These invoices shall total a minimum of 8,000 tons of OCTG per month and 30,000 tons of OCTG per calendar quarter. Eagle shall sell OCTG to XTO at the prices set forth in Exhibit A.
- (e) Reporting. Eagle shall provide detailed monthly reports to XTO and Boomerang, which shall include information about quantities of OCTG delivered to designated yards by Boomerang, quantities of each OCTG item consumed by XTO, and remaining inventories in designated yards.
- (f) Order: This order is governed by the existing Goods & Services Agreements between XTO Energy & Boomerang as well as the Goods & Services Agreement between XTO Energy & Eagle Pipe.

5. Notices. Any notice, request, demand or other communication required or permitted under this document (each a "notice" for purposes of this document) shall be in writing and shall be deemed to have been duly given and delivered to and received by a person (i) on the day such notice is personally delivered to such person, (ii) on the first business day after the day on which the notice is deposited with a nationally recognized overnight courier service, (iii) on the third business day after the day on which the notice is deposited in the United States mails, registered or certified mail, first class postage prepaid, return receipt requested, or (iv) on the first business day after the day on which the notice is sent by email, provided that in the case of clauses (ii), (iii) and (iv), the notice is addressed to such person as follows:



**PRICING, PAYMENTS AND MANUFACTURING SCHEDULE**

Notices to Boomerang:

Boomerang Tube, LLC  
14567 N. Outer Forty Drive  
Chesterfield, MO 63017  
Phone: 636-534-5588  
Attn: Larry Toomey

With copy to:

Boomerang Tube, LLC  
14567 N. Outer Forty Drive  
Chesterfield, MO 63017  
Phone: 636-534-5560  
Attn: Kelly Hanlon

Notices to Eagle:

Eagle Pipe, LLC  
9525 Katy Freeway  
Suite 306  
Houston, TX 77024  
Phone: 713-464-7473  
Attn: Jared Light

Notices to XTO:

XTO Energy, Inc.  
6401 Holiday Hill Road  
Building 5  
Midland, TX 79707  
Phone: 432-620-4391  
Attn: Clark Ballantyne

With copy to:

XTO Energy, Inc.  
6401 Holiday Hill Road  
Building 5  
Midland, TX 79707  
Phone: 432-221-7302  
Attn: Bryan Morris

**PRICING, PAYMENTS AND MANUFACTURING SCHEDULE**

Boomerang, XTO and Eagle may alter the names and/or addresses to which notices are to be sent by giving notice of such change of name and/or address to the others in conformity with the provisions of this document for the giving of notice.

[Signature page follows.]

**PRICING, PAYMENTS AND MANUFACTURING SCHEDULE**

IN WITNESS WHEREOF, Boomerang, XTO and Eagle have executed this document, as indicated below by the signatures of individuals authorized by their respective companies.


**BOOMERANG:**

**BOOMERANG TUBE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**XTO:**

**XTO ENERGY, INC.**

By:   
Name: CLARK BALLANTYNE  
Title: Regional Procurement Manager  
Date: 7/9/19

**EAGLE:**

**EAGLE PIPE, LLC**




By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRICING, PAYMENTS AND MANUFACTURING SCHEDULE**

**EXHIBIT A**

**OCTG Pricing**

(see attached)

Exhibit A - 2020 Pricing				
  				
Base Steel Cost Assumption	\$	657		
Scrap Recovery %		30.0%		
XTO Item	5 1/2" 20# CYP110 TCBC	9 5/8" 40# J-55 BTC	9 5/8" 40# HCL-80 BTC	
Boomerang Item #	200859-FG	200169-FG	200675-FG	
Base Steel Cost	\$ 657.00	\$ 657.00	\$ 657.00	
Grade Extra ("Chemistry")	\$ 23.00	\$ 23.00	\$ 23.00	
Barge to Baytown	\$ 27.00	\$ 27.00	\$ 27.00	
Offload and Transport to Liberty	\$ 19.00	\$ 19.00	\$ 19.00	
Gross Yield Loss	\$ 165.94	\$ 110.99	\$ 136.88	
Scrap Recovery	\$ (49.78)	\$ (33.30)	\$ (41.06)	
Couplings	\$ 113.50	\$ 88.26	\$ 106.13	
Protectors	\$ 7.00	\$ 9.00	\$ 9.00	
Conversion Cost:				
Slitting	\$ 21.94	\$ 32.64	\$ 26.02	
Welding	\$ 117.96	\$ 204.05	\$ 127.30	
Heat Treating	\$ 159.77	\$ -	\$ 141.92	
Thread/Inspect	\$ 279.20	\$ 93.45	\$ 143.28	
Conversion Cost - Subtotal	\$ 578.87	\$ 330.13	\$ 438.51	
Suggested 2020 Sell Price to Eagle	\$ 1,541.53	\$ 1,231.08	\$ 1,375.46	
Reduced 2020 Price to Eagle	\$ 1,517.28	\$ 1,227.39	\$ 1,365.90	
Freight to Eagle Yard	\$ 75.00	\$ 75.00	\$ 75.00	
Reduced Eagle Pipe Margin	\$ 84.35	\$ 78.34	\$ 87.19	
Suggested XTO Total Price	\$ 1,747	\$ 1,420	\$ 1,573	
Reduced XTO Total Price	\$ 1,676.63	\$ 1,380.73	\$ 1,528.09	
Total Reduction Per Ton	\$ (70.37)	\$ (39.27)	\$ (44.91)	
Tonnage	60,000	24,000	36,000	
Savings/Ton Compared to Original Offer	\$ (4,222,340.43)	\$ (942,382.98)	\$ (1,616,936.17)	
Total Savings			\$ (6,781,659.57)	
Weighted Average Savings per Ton			\$ (56.51)	

June 25, 2019

BOOMERANG\_10/30/20 HRG. EX. 000026



**PRICING, PAYMENTS AND MANUFACTURING SCHEDULE**

**EXHIBIT B**

**Hot-Rolled Coil and OCTG Schedule**

(see attached)

25-Jun-19

## Exhibit B - 2020 Project Fastback

	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
Coil Tons Inbound	11,500	12,000	12,500	13,000	13,500	14,000	14,000	13,500	12,000	11,500	11,500	11,000			150,000
OCTG Tons Produced after Yield Loss	0.8		9,200	9,600	10,000	10,400	10,800	11,200	11,200	10,800	9,600	9,200	9,200	8,800	120,000

2020 XTO Forecasted Rig Count	Tons/Rig/Mo.	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total Tons
63	475	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	359,100
% of XTO Business for Fixed Annual		31%	32%	33%	35%	36%	37%	37%	36%	32%	31%	31%	29%	

Item														Totals
9-5/8" 40# J55 BTC (0.395wt)	40	92,000	96,000	100,000	104,000	108,000	112,000	112,000	108,000	96,000	92,000	92,000	88,000	1,200,000
Footage per well = 7,500	# of wells	12.27	12.80	13.33	13.87	14.40	14.93	14.93	14.40	12.80	12.27	12.27	11.73	160
	Tons	1,840	1,920	2,000	2,080	2,160	2,240	2,240	2,160	1,920	1,840	1,840	1,760	24,000
9-5/8" 40# HCL80 BTC (0.395wt)	40	138,000	144,000	150,000	156,000	162,000	168,000	168,000	162,000	144,000	138,000	138,000	132,000	1,800,000
Footage per well = 7,500	# of wells	18.40	19.20	20.00	20.80	21.60	22.40	22.40	21.60	19.20	18.40	18.40	17.60	240
	Tons	2,760	2,880	3,000	3,120	3,240	3,360	3,360	3,240	2,880	2,760	2,760	2,640	36,000
5-1/2" 20# CYP110 TCBC-HT (0.361wt)	20	460,000	480,000	500,000	520,000	540,000	560,000	560,000	540,000	480,000	460,000	460,000	440,000	6,000,000
Footage per well = 20,000	# of wells	23.00	24.00	25.00	26.00	27.00	28.00	28.00	27.00	24.00	23.00	23.00	22.00	300
	Tons	4,600	4,800	5,000	5,200	5,400	5,600	5,600	5,400	4,800	4,600	4,600	4,400	60,000